

THE STATUTE OF VOUCHERS

Given out by Mystic Coalition LTD, LLP

On the basis of law from 2.03.2020 about special solutions connected with prevention, counteraction and fighting COVID-19, other infectious diseases, and critical situations caused by them.

Considering that:

1. In connection with infections of virus SARS-CoV-2 on the territory of the Republic of Poland, on the 14th March there was announced the state of epidemic threat (OJ, pos.433), and then from 20th March 2020 until further notice- the state of epidemic (OJ, pos. 491), which caused the introduction of limits concerning: moving, gathering running a business, entertainment activity,cultural activity and others.
2. As a consequence of restrictions introduced and described in p. 1 Mystic Coalition LTD LLP , inscribed in Register of Entrepreneurs of the National Court Register, KRS number 0000754728, NIP 5130257272, REGON 38163305200000, address: Minoga 127 32-046 Kraków, hereinafter referred to as „Organizer”, was forced to cancel the organization of the artistic event „Mystic Festival”, which was supposed to take place on 10.06-11.06.2020
3. On the basis of art. 15 pp, p. 2 icw the law from 2nd fo March 2020 about special solutions connected with prevention, counteraction and fighting COVID-19, other infectious diseases, and critical situations caused by them (OJ from 2020, pos. 374, with later changes), in connection with cancelling of the artistic event, described in p.2 of this statute , a purchaser of an entrance ticket for this event agreed to receive- instead of the entrance ticket- a voucher of the nominal amount equal to the amount paid by the client towards the realization of the foregoing contract to realization towards future events within the organizer’s activity, within one year from the day on which the event was supposed to take place, for which the client paid, hereinafter called „Voucher”.
The organizer published the following statute, which describes the rules of the realization of the vouchers.

§1

GENERAL PROVISIONS

1. A voucher is a bearer gift card, of nominal amount written on it, having PDF format, which, by using a unique code given on this voucher, allows to pay for the ticket for events, realized by the Organizer.
The realization of the voucher by its owner forms an important transaction.
- 2.The vouchers are realized in ticket distribution system eBilet®, available on eBilet.pl, hereinafter referred to as „**eBilet**”, run by eBilet Poland ltd (the owner of the service eBilet.pl), with headquarters in Warsaw, Stadion Narodowy, al. ks. J.Poniatowskiiego 1, lokal 01.045, registered in the Register of Entrepreneurs, run by Regional Court in

Warsaw, XIII Economic Department, KR nr 0000496514, NIP:9512376701, REGON: 147085850.

3. The voucher allows to purchase entrance tickets **only for the events organized by the Organizer, for which the tickets are available in eBilet.**

4. Funds running parallel to the value of the Voucher do not carry interests.

5. The Voucher remains valid for the period of one year from the day on which the event was supposed to take place, for which the client paid.

§2

THE RULES OF USING A VOUCHER

1. The realization of a voucher in eBilet system follows the choice of a ticket for an event organized by the Organizer, and then going through the purchase process and choice of a Voucher as a method of payment by clicking „I am not a robot” and writing in a unique code given on a Voucher during the procedure of purchasing tickets for events in eBilet.
2. When nominal value, available on a Voucher, is not enough to pay a full price, due for a ticket chosen by a client for an event, the client is obliged to pay extra the difference by funds, using the method of payment, available in eBilet system.
3. If nominal value of a ticket for an event is lower than nominal value available on a Voucher then, in case of realization of a Voucher during such transaction, the client does not have the right to refund in cash of the funds not used. In such situation the remaining funds are to be used in next purchase of entrance tickets for events organized by the Organizer, available in eBilet system, till the Voucher is valid.
4. A client can use a Voucher many times, till they run out of limits of funds assigned to the Voucher or till its expiry date.
 5. Buying a selected entrance ticket, a client can use only one Voucher.
6. The funds which are equivalent of a Voucher, paid by a buyer, are not refunded in whole and in part and they are not to be exchanged into cash, in whole and in part, subject to situations described in § 2 p.7 of this very statute, but also except for the lack possibility to realize a Voucher for reasons attributed to the Organizer, subject to cases laid down by law.
7. In the event of the Organizer's obligation of refund for a client of a price for ticket paid by them, using a Voucher, because of cancelling of the event or its significant change, the refund will follow the repeated activation of a Voucher and filling the limit of amount of a Voucher, if the client does not demand another form of refund. In case of lack of possibility for refund by repeated activation of a Voucher, the price equivalent to the price of a ticket for a cancelled event, will be refunded in cash or via money transfer on a bank account given by a client.

8. A Voucher is not an electronic means of payment, in the meaning and in accordance with the law.

§3 COMPLAINTS

1. Any complaints connected with Vouchers will be considered within 30 (Thirty) days from the date of making a complaint by a client. Complaints can be made via e-mail, on: zwroty@mysticfestival.pl, or on paper, on: Mystic Production, Minoga 127, 32-046 Minoga.
2. In case a complaint made by a client will be rejected by the Organizer, a client can use out-of-court ways for suing. In particular, they can turn for help to consumer organizations and to civic, local consumer advocates. Detailed information about out-of-court ways of considering complaints and suing, and also rules of access to these procedures are available in the office and on websites of civic consumer advocates, social organizations, which are responsible for helping consumers, Voivodeship Inspectorate of Trade Inspection, and in Trading Standard Office, on website: www.uokik.gov.pl

§4 ADDITIONAL RESOLUTIONS

1. In matters not covered by these rules, there are the Regulations of the purchase used in distribution of tickets in eBilet system, which are attached to this regulations and are available on: <https://www.ebilet.pl/regulamin/>
2. This Regulations is available on: <https://www.mysticfestival.pl/pl/vouchery>
3. The Regulations can change due to important reasons, particularly changes in the law, which influence realization of resolutions of this Regulations.
4. In case of concluding, on the basis of this Regulations, contracts of a continued, the changed Regulations oblige a client, if provisions met in law are kept, vide licet a client was properly informed about the changes and has not terminated the contract within 14 calendar days from the date of being informed. If a change of this Regulations resulted in introducing any new payments or using the current ones, the Client, who is a consumer, has the right to contract out.
5. In case of concluding, on the basis of this Regulations, contracts of the other character than continued, the changes of this Regulations will not, in any way, break the law of the clients who are consumers the day before introduced changes. In particular, the changes will not have influence on orders being made or already made as well as contracts being realized or already realized.
6. This Regulations is protected by copyright. Illegal spreading of the Regulations and other illegal use can be treated as infringement of copyrights. Using this Regulations in own business can constitute an act of unfair competition, referred to in the law from 16.04.1993 about blocking unfair competition (JO form 2019 pos.1010)
7. This Regulations is applied from 12.05.2020.

ATTACHMENT

The Regulations of the Purchase in ticket distribution system eBilet®, applied from 20.09.2019

1. GENERAL RULES

This Regulations applied to selling tickets and products in eBilet system, provided that, the regulations of an organizer of particular artistic events (including spectacles, concerts and other events) or direct sellers can impose on purchasers additional obligations, not mentioned in this Regulations. Every Client, not later than at the moment of expressing a will to bind with eBilet a distance contract, has the opportunity for acquainting themselves and acceptance of this Regulations, and is informed about their rights and obligations.

Making a transaction in eBilet.pl service, a Client can conclude a ticket purchase contract and an additional contract of a product purchase.

The sale of tickets and products in eBilet system is run by: eBilet Polska ltd, address: Warszawa 03-901, Stadion Narodowy, al. ks. J.Poniatowskiiego 1, lokal 01.045
NIP:9512376701.

The company is, registered in the Register of Entrepreneurs, run by Regional Court in Warsaw, XIII Economic Department, KRS nr 0000496514.

Email addresses:

Reservations and questions concerning orders in Polish: rezerwacje@ebilet.pl

Reservations and questions concerning orders in English: reservation@ebilet.pl

Group reservations : zamowienia@ebilet.pl

Disabled people on a wheelchair: niepelnosprawni@ebilet.pl

Telephone: + 48 (22) 122 80 99

2. THE PROCEDURE OF CONCLUDING CONTRACTS AND PURCHASING

The tickets are sold in eBilet service, via website eBilet.pl and, what is more, in the point of sale eBilet in PKiN and in partner, stationary points of sale. It is also possible to buy tickets via our affiliates. The tickets purchased in a point of sale are considered as sold at the moment of paying for them at the stationary operator, in a point of sale.

Ordering tickets and paying for them, the Client is obliged to due diligence. Filling in wrong data e.g. sum of money in money transfer, number of reservation, a code of payment or payer's data that prevents identification of the Client, can result in rejection of recording a payment or cancelling a transaction.

This regulations applied also to purchase of products available in eBilet system. By the Product available in eBilet system we should understand every movable good which is the subject of a purchase contract between eBilet and the Client („A product”). A ticket is not a Product. Without prejudice to exemptions included in this Regulations, the resolution of the Regulations, concerning the sale of tickets, apply to the Products, particularly regarding to concluding contracts, ways and terms of payment and methods of delivery.

2.1 THE PURCHASE OF TICKETS IN ONLINE SERVICE eBilet.pl

After making a choice of an event from the offer of eBilet service, the choice of category and a kind of ticket as well as picking seats on a plan of a room, in which a chosen event takes place (in case of events, for which numbered seats are available) or choosing a number of seats/packages not numbered (in case of events, for which not numbered seats are available), a form with personal data must be filled in and a method of payment and option for tickets delivery chosen.

Choosing a method of payment by a traditional transfer, the Client clicks on „confirm and pay”, and expresses a will to bind with eBilet a distance contract and makes a reservation of a ticket for a selected event. Clicking on „confirm and pay” means an order with payment obligation and it is a purchase confirmation in www.ebilet.pl service. Then, on an e-mail given by the Client in the reservation process, an initial confirmation of tickets reservation is sent.

After making a money transfer, according to an instruction, which is included in the initial confirmation of reservation and hosting funds on account of eBilet, the Client receives a message via email with a thank-you for payment and with a confirmation of registering the payment in eBilet system. In case of choosing a home ticket, an electronic ticket is sent by e-mail in form of a link or an attachment. This kind of ticket is to be printed. Those who choose courier or Polish Post await a delivery.

Paying by card or via online transfer, using PayU Inc or eCard Inc, a Client, by clicking „confirm and pay”, expresses a will to bind with eBilet a distance contract and makes a reservation of a ticket for a selected event.

Clicking on „confirm and pay”, means an order with payment obligation and it is a purchase confirmation in www.ebilet.pl. Then, the Client is redirected to the websites of PayU Inc or eCard Inc. After eBilet receives an information from PayU or eCard about making a payment by a Client, a confirmation is sent on an e-mail given by a Client in reservation process. A Client receives a confirmation of tickets reservation, and, in case of home tickets, an electronic ticket is sent by e-mail in form of a link or an attachment. This kind of ticket is to be printed. Those who choose courier or post deliver, await a delivery.

The reservation is binding for eBilet service and the Organizer of an artistic event, after a confirmation of payment registration in eBilet system is sent to the Client on an e-mail given in reservation process by a Client.

In case of payment for a ticket via bank transfer, sending by e-mail confirmation of payment registration in eBilet system follows making payment for reservation, after a verification of compliance of a letter code or a reservation number, received at the end of a ticket reservation process and given by the Client while paying.

In case of online transfer or by card via PayU Inc or eCard Inc, sending to the Client an e-mail confirmation of payment registration in eBilet system follows receiving by eBilet a confirmation of Client's payment from PayU Inc or eCard Inc.

In case of any doubt concerning validity of reservation process, one must contact Customer Service Department on: rezerwacje@ebilet.pl or by calling + 48 (22) 122 80 99.

It is forbidden to use bots or any other automated ICT tools, which enable purchasing tickets without Client's interference. We reserve ourselves the right to cancelling tickets purchased with the use of illegitimate tools.

2.2 GROUP ORDERS

Group orders (concern reservations of tickets for groups of more than 10 people) are realized by the team of Key Clients Department. To make a group order, one must fill in a form on a website <https://www.ebilet.pl/zamowienia-grupowe/>, contact via e-mail on zamowienia@ebilet.pl or calling +48 662 163 332.

3 TICKETS AND VOUCHERS

3.1 GENERAL RULES

A ticket is a document which entitles to participation in an event, for which it was issued. Purchasing a ticket means acceptance of the rules concerning participation in an event. A single ticket entitles to entrance for one person. Depending on a kind of an event, a ticket can be nominal or bearer's. A nominal ticket entitles to entrance by one person, whose name and surname was given on a ticket. A ticket undergoes a single-use verification at the moment of entering an event- it is impossible to use a ticket once again. A ticket cannot be copied, scanned or copied in any other way- in case of detecting such proceedings, a ticket loses its validity.

The Client should keep tickets in a safe place. eBilet does not bear responsibility for lost or stolen tickets. It is worth noticing that direct sunlight or warmth can sometimes damage tickets.

Duplicates of tickets will be issued only in situations when the Organizer of an event plans such possibility. Issuing duplicates can involve administrative fee 20 zł (plus delivery costs). The Client has the right to verify correspondence of a ticket with an order made. In case the content of a ticket is incompatible with an order, the Client is obliged to immediately report it to eBilet, as mistakes in a ticket can result in rejecting possibility to attend in the event. Damaging a ticket can cause lack of possibility to verify a code and in consequence reject admission to an event.

A ticket entitles to participation in an event in a place shown in its content. eBilet and the Organizer, in justified cases, particularly due to technical or production reasons, are entitled to change initially chosen seats for other, both before and during an event.

eBilet reserves the right to introduce quantitative limits while buying tickets for particular events by one person. This amount is defined by the Organizer and is verified during every transaction. This policy has its aim to eliminate unfair practices within ticket purchase.

The limit concerning maximum number of tickets is per person or per payment card.

Above restriction cannot be omitted by setting up additional accounts by the same client.

We reserve ourselves the right to cancel tickets bought above this limit. Tickets can be sold with defined restrictions concerning admission or use, such as concerning limited, obstructed or side view or minimum age for admission. All these reservations will be on our website or you will be informed about them in a different way, before or during making tickets reservation.

Buying tickets for artistic, entertaining or sports events, in order to resell them or sell them with a profit is against the law and constitutes an offence, art. 133 of the Code of Petty Offences. Moreover, the Organizer can forbid reselling or giving tickets for some events.

A ticket cannot be combined with any hotel and touristic services or services within accommodation or any other goods, products or services in order to create a package, unless a formal, written permission is given by eBilet or the Organizer.

Decisions concerning cancelling events, refunds from cancelled events, changes of tickets, refusals of entry to an event, ordering leaving an event, changes in programs of events and about seats of ticket's owner, makes the Organizer, on the principles set out in regulations concerning events.

eBilet, as a ticket agent, does not bear responsibility toward ticket's owner for the Organizer's decisions aforementioned, resulting from the regulations concerning an event.

3.2 PRICES AND PRICE CATEGORIES

Depending on an event, in eBilet sale system, there are tickets available in different price categories.

For some events, there are discounted tickets and special packages, e.g. 3+1 (buy four tickets, pay for three). Such tickets are available for particular events, depending on the decision of an event's Organizer. The Organizer decides about the prices of tickets. eBilet only brokers in their sale. The organizer decides which seats belong to particular price category.

The map with the plan of a room, posted on eBilet transaction service, has only visual character. Precise information about conditions in the room, including visibility from particular seats, is given by the Organizer, and the Client should, in case of any doubt, look for this information, asking the Organizer. eBilet does not have this information, and, in result, is not responsible for any of Client's inconveniences connected with the character of a seat chosen by the Client.

In case of willingness to make a complaint, connected with inconveniences (e.g. bad visibility, due to tv video cameras), within some events, eBilet can broker in the complaint process (if the Client reports it to eBilet staff, who are present at the event). However, eBilet is only a ticket agent, and the Organizer is obliged to handle a complaint of a given event.

While selling tickets within eBilet sale system, a pool of tickets can be increased (other tickets can be added to sale) or decreased. That being so, it is advised to get familiar with a current eBilet offer by the Client. Prices of tickets can be changed throughout sale. Therefore, in case of cancelling tickets reservation, made in eBilet sale system, e.g., because of money paid for tickets, by a Client after deadline or lack of confirmation of payment on time in electronic system, eBilet will not bear responsibility towards the Client for lack of possibility to buy a ticket for original price (especially when prices of tickets for particular event will rise in the meantime or in the offer of eBilet there will be only more expensive tickets left).

eBilet tries to make the prices of tickets, available for our Clients, the same as the Organizer sells them for. However, in the view of the fact that eBilet service bears the costs of functioning of electronic system of tickets reservation, tickets prices in eBilet service and its points of sale can be higher than bought from the Organizers. These extra charges are dedicated to foot the bills for service functioning.

Lack of agreement for paying extra to original ticket price at Organizer's, after paying for reservation is not a basis for complaint or cancelling a reservation. In case of cashless payment for a ticket, a total purchase price may also include transaction fee.

The Client is informed about the amount of transaction fee before buying a ticket for an event. Extra charges can be added to ticket prices for particular events (especially service fee which is a percent of total price of ticket purchase for an event or payments introduced by the Organizer of an event). How high are extra charges and what is the total price of purchase, the Client will be informed before payment for an event.

3.3 COLLECTOR'S TICKETS

eBilet offers special collector's tickets for some events. Collector's tickets have unique artwork and are limited. They are available only via www.ebilet.pl website. If ordering collector's tickets, delivery is possible via Polish Post or a courier. Payment for collector's tickets, depending on an event, can be added to the price of a ticket or charged while paying for a ticket. The Client will be informed about the extra charge in the order form, before making a reservation.

3.4 TICKETS FOR THE DISABLED

In eBilet offer, there are also tickets for the disabled. Places for the disabled are pointed by the Organizer. Such tickets can be bought by contact with: niepelnosprawni@ebilet.pl or calling: + 48 662 163 332

3.5 DISCOUNT CODES

Within eBilet tickets sale system, there are discount codes with particular nominal values available. Discount codes decrease gross price of every ticket or gross price of a total order, including discounts they concern. Depending on a concrete case or an event, which discount codes concern, maximum number of tickets with discount codes is quantitatively limited. Discount codes can be applied for all the period of sale or on particular days. They can concern a group of events or a single event. The codes are a combination of letter signs or letter signs and numbers. The Organizer always decides whether codes are introduced and about conditions of their use. The codes can be published via all means of communication, including media, in social media, in newsletters, on www.ebilet.pl, or via Organizer (open-access or for selected receivers).

3.6 eBilet VOUCHERS

eBilet service offers the eBilet Voucher, which can be exchanged for a selected event from among offers on our website. Precise rules of using the Voucher are described in the Regulations of the voucher/ an open ticket of eBilet. eBilet Voucher can be purchased in a point of sale eBilet in PKiN.

3.7 OFFERS FOR eBilet CLUB MEMBERS

eBilet club members can receive special offers for buying tickets.

4. DELIVERY AND PICK-UP

4.1. GENERAL RULES

There are following options for delivery and picking-up tickets, sold in eBilet sale system: a home ticket, a domestic courier parcel, a domestic post parcel, international post parcel, international courier parcel, personal pick-up in the place of an event and personal pick-up in a point of sale of eBilet in PKiN.

Not all of the aforementioned ways of delivery and pick-up of tickets can be available within a particular event. The Client is informed about availability of ways of delivery and pick-up

of tickets as well as about the costs of delivery, not later than at the moment of making tickets reservations.

4.2 HOME TICKET

When booking with the option „home ticket”, after paying for reservation, its receiver picks up a ticket in electronic form, enabling its printing by a booker on their own. For printing home tickets, white paper in A4 format must be used, so that printed codes are visible. A single home ticket enables admission to an event it concerns by one person. eBilet does not bear responsibility for the results of unauthorized duplication of once received home ticket by a receiver or third party, with whom a booker shared the data of a home ticket they received (including printing or an electronic copy). Ebilet does not bear responsibility for the results of giving by the Client, while booking, a wrong e-mail address, on which home tickets are sent.

4.3 POST PARCEL OR COURIER PARCEL

Tickets are sent in the order events take place (tickets for events in the near future are sent first). Maximum tickets delivery time is 30 days in case of tickets bought for events which take place on the territory of the Republic of Poland and 60 days in case of tickets bought for events taking place abroad. (if the Client gives the right address). If the Client gives incomplete address for delivery, the delivery time may be longer or it might not come out, then blame lies on Client's side. We ask to pay particular attention to give right and complete data and fill them in appropriate places in a form. In case of doubts about right data, please contact eBilet via email or calling. eBilet does not bear responsibility for wrong ticket delivery address, given by the Client. Information about delivery costs is given in the process of ticket reservation. In case of special tickets, especially collector's or personalized ones, the time for ticket preparation will be given in the description of an event. In the event of purchase of special tickets, time for realization of special ticket must be added to delivery time.

4.4. PICK-UP IN PLACE OF AN EVENT AND IN eBilet POINT OF SALE IN PKiN

Tickets bought with the option of pick-up in the place of event, must be picked up in the place of an artistic event, not earlier than one hour before its start, unless eBilet informs bookers about other conditions of pick-up. The absolute condition for tickets pick-up in the place of event in eBilet point of sale in PKiN is to provide a person who gives tickets with a surname and a unique number or reservation or a password, with which tickets were bought, if it was given. Reservation number and a password should be top secret- eBilet service does not bear responsibility for results of giving reservation number or a password to third party or unauthorized tickets pick-up by third party, who own reservation number or a password in the result of carelessness of reservation number owner.

Tickets bought with the option of pick-up in eBilet point of sale in PKiN, are considered as picked-up at the moment of taking printed form from a seller. With some events, which are connected with the eBilet sale system, in the place of an event, there will be eBilet information desks, in which the Client will be able to get information about bought tickets. Please, do not confuse information desks of other companies or cash tills of Organizers with information desks of eBilet. Please, make sure beforehand, via e-mail or calling, if in particular case eBilet Customer Service will be available in the place of event.

5. WAY AND DATES OF PAYMENT

5.1 GENERAL RULES

Depending on the source of sale and decision of the Organizer of an event, the following ways of payment are possible: online money transfer, traditional money transfer, a payment card, BLIK, e-wallets, cash payment, installment plan. When buying tickets in eBilet point of sale in PKiN, it is possible to pay by card or in cash. In case of purchase in other points of sale, payments can be made according to the rules used in these points.

5.2. PAYMENT CARDS

Paying by payment cards, after confirmation of reservation made via eBilet transaction service (by clicking „confirm and pay”), the Client is redirected to PayU Inc or eCard Inc. Before providing card number, please make sure that the redirection was correct and the Client is on the website of PayU Inc or eCard Inc service and that the connection is ciphered (the website address should start with „https://”). For accomplishment and safety of transactions by cards, made on PayU Inc websites responsible is PayU INC with headquarters in Poznań, 60-166 Poznań, Grunwaldzka 186 st., national payment institution, supervised by Polish Financial Supervision Authority, registered in the Register of payment services with number IP1/2012, registered in the Register of Entrepreneurs, run by Regional Court in Poznań- New Town and Wilda in Poznań, Department VIII of National Court Register with number KRS 0000274399, with opening capital 4.944.000 PLN, paid up in whole, with NIP 779-23-08-495, REGON 300523444, according to its regulations.

For accomplishment and safety of transactions by cards, made on eCard Inc websites, responsible is eCard Inc, according to its regulations. Paying by card, a type of card must be chosen (types of acceptable paying cards Visa, Visa Electron, MasterCard, Maestro, MasterCard Electronic), write in 16-digit number of a card, expiry date of a card and code CVV2/CVC2, which is on the reverse side of a card. In case of cancelling tickets reservation in eBilet sale system, because of paying for tickets behind time required by PayU Inc or eCard Inc (15 minutes), eBilet will not bear responsibility towards the Client for lack of possibility to buy tickets by the Client at initial price (especially in case when a price of tickets for some events will rise in the meantime or in eBilet offer only more expensive tickets will be left).

5.3. ONLINE BANK TRANSFER

After confirmation of reservation made via transaction service eBilet and choosing the option of online bank transfer (by clicking „confirm and pay”) and making choice of a bank where the account is and from which the Client wants to make a payment, there will be redirection to a website of a chosen bank. Before logging in, please make sure the redirection was right and the Client is on a website of a chosen bank and that a connection is cyphered (website address should start with „https://”). For accomplishment and safety of online transactions made on PayU Inc websites responsible is PayU INC with headquarters in Poznań, 60-166 Poznań, ul. Grunwaldzka 186, national payment institution, supervised by Polish Financial Supervision Authority, registered in the Register of payment services with number IP1/2012, registered in the Register of Entrepreneurs , run by Regional Court in Poznań- New Town and Wilda in Poznań, Department VIII of National Court Register with number KRS 0000274399, with opening capital 4.944.000 PLN, paid up in whole, with NIP 779-23-08-495, REGON 300523444, according to its regulations.

For accomplishment and safety of online transactions, made on eCard Inc websites, responsible is eCard Inc, according to its regulations. In case of cancelling tickets reservation in eBilet sale system, because of paying for tickets behind time required by PayU Inc or eCard Inc (15 minutes), eBilet will not bear responsibility towards a Client for lack of possibility to buy tickets by a Client at initial price (especially in case when a price of tickets for some events will rise in the meantime or in eBilet offer only more expensive tickets will be left).

5.4. TRADITIONAL MONEY TRANSFER

In case of choosing the option of traditional money transfer, the payment should be possibly the quickest. After posting the transfer on eBilet account, we wait 72 hours from the moment of reservation. After this time, the reservation is cancelled, and tickets come back to the pool of tickets which are to be sold. If cancelling a reservation of tickets within eBilet sale system, due to payment behind given time (72 hours), eBilet will not bear responsibility towards the Client for lack of possibility to buy tickets with the initial price chosen by the Client (especially in case when a price of tickets for some events will rise in the meantime or in eBilet offer only more expensive tickets will be left).

5.5. PAYMENT BY INSTALMENTS

PayU instalments contract- 0% loan and Standard Loan- is made between a borrower and a lender i.e. Alior Bank, mBank, Kreditech or AS INBANK Inc, department in Poland, with which PayU Inc cooperates and brokers in making aforementioned contracts. Details of PayU Instalments offer are available on the website: <https://www.payu.pl/metody-platnosci/payu-raty-dla-Ciebie>.

6. CONTACT WITH CUSTOMER SERVICE DEPARTMENT OF EBILET SERVICE

On the phone: +48 (22) 122 80 99, by e-mail: rezerwacje@ebilet.pl

Customer Service Department is open from Monday to Friday 10:00-18:00 and on Saturdays 10:00-15:00. In specific cases, working hours of Customer Service Department can be changed. The costs of using means of communication remotely in order to make a contract within eBilet sale system, are not higher than usual costs for using these means of communication.

7. INVOICE

After prior marking in tickets reservation card, the option of receiving a VAT invoice, the invoice will be delivered to the Client, in accordance with principles, resulting from the VAT Act. If eBilet receives the whole amount for a ticket, a VAT invoice is issued not later than on the 15th day of the month following the month when a payment was received by eBilet. The VAT invoice is sent by second class post, to an address given by the Client in reservation process. On the ticket reservation card, the Client, choosing the option of VAT invoice delivery, has the option to mark a permission for receiving a VAT invoice in an electronic version. In case of marking such permission, a VAT invoice is sent in pdf format to an address given by the Client in reservation process.

8. ADMISSION AND PARTICIPATION

An Organizer, an owner or a property manager, where an event takes place, are authorised to reject admission if clients violate the resolutions and conditions set by them. An Organizer, an owner or a property manager can occasionally make a security check in order to ensure safety for Clients.

In case of lateness, an Organizer, an owner or a property manager, where an event takes place, try to ensure people who are late, to enter an event during a break, but admission is not always guaranteed.

Unauthorised use of photographic or video devices is forbidden. Laser pens, mobile phones, dogs (except guide dogs for disabled people) and own food and drinks can also be forbidden (please check the regulations of the property or regulations of the event).

Prolonged exposure to noise can destroy hearing.

Before making tickets purchase, the Client is obliged to read this Regulations and detailed information concerning particular event. During some events there might be special effects such as sound effects, audiovisual, light and pyrotechnic, which can pose health contraindications for some people.

9. TICKETS/RESERVATIONS RETURNS

9.1. The right to withdrawal from a contract

In case the Client buys tickets and makes a contract in eBilet sale system, out of its legal address or remotely, according to art. 38, p.12, the law from 30.05.2014 about consumer rights (JO from 2014, pos. 827), there is no right to withdraw from a contract without giving a reason, about which tells art.27 from 30.05.2014 about consumer rights.

In case of buying Products, the Client has the right to withdraw from the contract. Within 14 days from receiving a Product, the Client, who is a consumer, according to art. 22 [1] of the Civil Code, can withdraw from a contract without giving reasons, notifying it to eBilet, on company's address or via e-mail: rezerwacje@ebilet.pl. An exemplary form of withdrawal from a contract is included in attachment nr 1 to the Regulations. The Client is obliged to immediately, not later than within 14 days from the day on which they withdrew from a contract, return a Product to eBilet. The Client should return a Product to: eBilet Polska Sp. z o.o., address: PGE Narodowy, al. ks.J. Poniatowskiego 1, lok. 01.045, 03-901 Warszawa. The Client bears responsibility for decrease of Product's value, which is the result of using by the Client, in a way that is unnecessary to verify character, features and functioning of a Product. A Client bears direct costs of Product's return. In case of withdrawing from a contract, eBilet commits themselves to return Client's payments, including costs of delivery, being the equivalent of the cheapest delivery possible. Any payment returns will be made via the same means of payment that was used by the Client, unless they agree for another way of return.

9.2 RETURNS

If Organizer's regulations of a given event stipulate tickets returns and in terms the return accepts, to participation of eBilet in return procedure, there will be the following rules used. If a ticket is returned, eBilet will be obliged to give the Client the money for a ticket back, in case and within the prices received for that purpose from an Organizer. In case eBilet gets a trustworthy information from an Organizer, about cancelling an event or changing its date and time, eBilet will act on in order to give Clients the quickest information.

9.2.1 RETURN IN CASE OF CANCELLING AN EVENT

To return a ticket, in case of cancelling an event, one should sent an e-mail on address: rezerwacje@ebilet.pl, giving information about a will to return ticket and reservation number. Funds return follows information that eBilet receives, about a will of returning a ticket. In case of payment by bank transfer funds are returned on bank account number, from which

payment was made, unless the Client points another account number, sending to eBilet an e-mail, from an e-mail account assigned to an order.

In case of payment by card, information about payment by card should be given in registration. Funds will be returned on an account from a card, which was used to pay for a ticket. Since you receive an e-mail with information that funds have been handed on to return and eBilet service has 14 workdays to make authorization of this payment.

Buying a ticket with an option of delivery: a courier, via Polish Post, to get money return for tickets, it is necessary to deliver by the Client the prior received tickets to the company's office address: PGE Narodowy, al. ks.J. Poniatowskiego 1, lok. 01.045, 03-901 Warszawa. When purchase was made in a stationary point, tickets must be returned in the place of purchase, showing a proof of purchase.

9.2.2. RETURN IN CASE OF A CHANGE OF DATE OR A PLACE OF AN EVENT

In case of a change of a date of an event, an Organizer, by the agency of eBilet, will propose Clients seats for a chosen event, for a different date (depending on availability) of a value corresponding to the value of initially bought tickets, unless the Regulations of an Organizer of a particular event provides otherwise or the Client will be entitled to a ticket return.

To return a ticket one should send an e-mail on address: rezerwacje@ebilet.pl, giving information about a will to return ticket and reservation number. Funds return follows information that eBilet receives, about a will of returning a ticket. In case of payment by bank transfer funds are returned on bank account number, from which payment was made, unless the Client points another account number, sending to eBilet an e-mail, from an e-mail account assigned to an order.

In case of payment by card, information about payment by card should be given in registration. Funds will be returned on an account from a card, which was used to pay for a ticket. Since you receive an e-mail with information that funds have been handed on to return and eBilet service has 14 workdays to make authorization of this payment.

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9.2.3. OTHER RETURNS

Tickets returns or their exchange, in case of other than mentioned in points 9.2.1 and 9.2.2 and aforementioned, are not possible.

10. COMPLAINTS

Complaints connected with purchase of a ticket or a product in eBilet ticket distribution system, can be made in an electronic form, via e-mail address: rezerwacje@ebilet.pl or in a written form by a registered letter to: eBilet Polska Sp. z o.o., PGE Narodowy, al. ks.J. Poniatowskiego 1, lok. 01.045, 03-901 Warszawa. Compliance with the complaint by eBilet is immediate, not later than within 30 days from the day of receiving it. eBilet is not an Organizer of events, for which tickets are sold, therefore states of point 9 in this Regulations are used for complaints concerning tickets and reservations returns.

When a complaint, made by the Client, is not accepted by eBilet, they can make use of out-of-court ways of considering complaints or pursuing claims. In particular, they can turn for help to consumer organizations and to civic, local consumer advocates. Detailed information about out-of court ways of considering complaints and suing, and also rules of

access to these procedures are available on the website of the Office of Competition and Consumer Protection: www.uokik.gov.pl

The Client who is a consumer has also the right to make use of union internet platform ODR, available on website address: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL>.

11. RESPONSIBILITY

Own services ordered by the Client, including touristic, hotel and accommodation services connected with an event, are organized at own, Client's risk. eBilet will not bear responsibility towards the Client for lack of possibility to benefit from these services. For the purposes of this Regulations, „Force Majeure” means any occurrence, out of eBilet control, including fortuitous event, a war, an uprising, disorders, riots, acts of terrorism, fire, an outbreak, a flood, a theft of important equipment, an intentional damage, a cybernetic attack, a strike, a lock-out, weather conditions, third-party security, requirements resulting from country defence, acts and regulations of public or local administration agency. eBilet will not bear responsibility towards the Client for not complying any regulations resulting from this Regulations in the field in which it will be caused by „Force Majeure”.

12. APPLICABLE LAW

Ticket purchase transactions and all the activities described in this Regulations are subject to the law of the Republic of Poland. In respect of the Client, who is a consumer, as defined in EC No 593/2008 from 17.06.2008 on the Law Applicable to non-contractual obligations (Rome I), having habitual residence in European Union countries, the choice of the law of the Republic of Poland, does not deprive the Client of protection, given to them on the basis of the law of the country, where a consumer has habitual residence.

13. PERSONAL DATA

Clients' personal data administrator is eBilet Polska Sp. z o.o., headquartered in Warsaw, al. ks. J. Poniatowskiego 1, lokal 01.045, 03-901 Warszawa. Contact with personal data inspector is possible via e-mail: iod@ebilet.pl or by post, writing to: Personal Data Inspector, eBilet Polska Sp. z o.o., al. ks. J. Poniatowskiego 1, lokal 01.045, 03-901 Warszawa. Personal data of Clients, obtained in connection with the use of service, creating an account in service, and ticket purchase for events, will be processed for the following purpose: service of a created account, ticket purchase service (e.g. the choice of seats), investigation of possible claims (including debt collection) and compensations, carrying out marketing activities, tickets sale and other services, connected with business activity, including needs of doing analysis and statistics, giving responds to letters and requests and giving answers to ongoing proceedings, carrying out activities connected with ensuring archiving safety, complying with legal obligations on eBilet Polska Sp. z o.o.

The legal basis of Clients' data processing will be: a permission given, necessity for performance of a contract or taking actions on Client's demands before concluding a contract, necessity to comply with a legal obligation on the administrator, necessity for aims, resulting from legitimate interest, realized by the administrator, e.g. such as providing answers to letters and requests of Clients. Clients' data can be transmitted to the following entities: processors, with regard to commissioned by eBilet Polska Sp. z o.o., operations realized on behalf of eBilet Polska Sp. z o.o., processors entitled by law, regulatory or supervisory processors, enforcement authorities, courier companies, who will deliver parcels to Clients, law firms to whom eBilet Polska Sp. z o.o. commissioned e.g. pursuing a procedure. Clients' data will be transmitted to the third state (USA), in regard to carried out activities on FB, in regard to creating profiles with the use of Google Analytics and in regard to sending informative

mailing about consignments with the use of MailChimp. Period of Personal Data Processing of Clients depends on the aim for which data is processed. Period that personal data will be stored is calculated on the basis of the following criteria: legal provisions, which can oblige eBilet Polska Sp. z o.o. to process data for definite time (e.g. invoice data is stored for 5 years from the last fiscal year), period which is necessary to defend the interests of eBilet Polska Sp. z o.o., period for which a permission has been given.

Moreover, we inform that Clients have the right to: demand access to personal data concerning them, rectifying their data, demand to fill in their incomplete personal data, and by showing additional declaration, deleting their data or limiting their transmission, objecting further transmission of their personal data, transferring their personal data. Clients have the right to withdraw a given consent any time. Withdrawing a consent does not influence compliance with the law of data processing, which was made on the basis of a given permission, before its withdrawal. Withdrawing from giving a consent is carried out by changing browser settings. In case of doubts about correctness of personal data processing by eBilet Polska Sp. z o.o., Clients have the right to make a complaint to supervisory authority. eBilet Polska Sp. z o.o. uses automated decision making systems. The following decisions are made in automated way: profiling is made basing on data held, such as: data about services provided, transmission data, location data, data collected by cookies. This information will be used to make offers which fit Clients' needs, in particular preferences, a location, interests, previous purchase. All the correspondence about the issues connected with personal data processing, should be sent to the Administrator's address, with a note „Personal data” or to iod@ebilet.pl

The Regulations is applied from 20.09.2019, Attachment no 1, - the form of withdrawal from the contract- model form of withdrawal from a contract (a form should be filled in only in case of willingness to withdraw from the contract). Within 14 days, from receiving a product, the Client, who is a consumer for the purpose of art. 22[1] of the Civil Code, can withdraw from the contract without giving a reason and noticing it to eBilet. The right to withdraw from the contract does not apply in case of buying tickets! WARNING! IN CASE OF TICKET PURCHASE, A CLIENT WHO CONCLUDES A CONTRACT IN EBILET SALE SYSTEM OUT OF ITS LEGAL ADDRESS OR REMOTELY, ACCORDING TO ART. 38 P. 12 OF THE LAW FROM 30.05.2014 ABOUT CONSUMER'S RIGHTS (JO FROM 2014 POS. 827) DOES NOT HAVE THE RIGHT TO WITHDRAW FROM THE CONTRACT WITHOUT GIVING A REASON,REFERRED TO IN ART. 27 OF THE LAW FROM 30.05.2014 ABOUT CONSUMER'S RIGHTS.

Ebilet Polska Sp. z o.o. Al. Ks. J. Poniatowskiego 1 lok 01.045 03 – 901 Warszawa
rezerwacje@ebilet.pl- I am hereby infroming about my withdrawal from the sales contract,
concerning order No.....
the date of delivery pick-up.....
Name an surname:.....
bank account number for funds return.....

date..... signature.....
(*) delete as appropriate

eBilet system Regulations